



agreements.” (Doc. 10.) This does not resolve that Plaintiff failed to allege a written agreement as required by Tennessee law, however, meaning dismissal for failure to state a claim is appropriate. Plaintiff Blair agrees that recommendation (2) is correct and that her assault and battery claims are time-barred. Plaintiffs object to recommendation (3) on the ground that Defendant Rebecca Shievelhud “was present and agreed to safeguard the property in question, and prevented the plaintiffs from entering her property to claim such.” (Doc. 10.) Plaintiffs’ objection cannot be used to cure a pleading deficiency, however, and as Magistrate Judge Steger observed, Plaintiffs did not allege *facts* showing Defendant Rebecca Shievelhud converted their property under Tennessee law.

After reviewing the record and the applicable law, the Court agrees with the magistrate judge’s findings of fact, conclusions of law, and recommendation. Therefore, the Court **ACCEPTS** and **ADOPTS** the report and recommendation (Doc. 9) pursuant to 28 U.S.C. § 636(b)(1), and **ORDERS** that (1) Plaintiff Blair’s breach-of-contract claim for a life estate be **DISMISSED**; (2) Plaintiff Blair’s assault and battery claims be **DISMISSED**; (3) Plaintiffs’ claim for conversion against Defendant Rebecca Shievelhud be **DISMISSED**; and (4) Plaintiffs’ claim for conversion against Defendant Charles Schievelhud proceed.

**SO ORDERED.**

/s/ Travis R. McDonough

**TRAVIS R. MCDONOUGH**  
**UNITED STATES DISTRICT JUDGE**